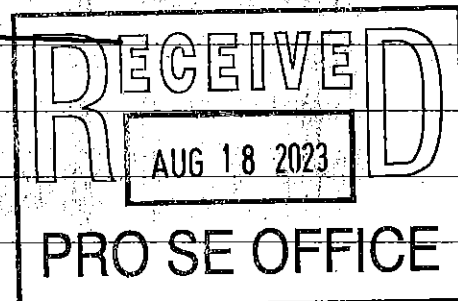


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS, NEW YORK

CASE Number _____

Alex Anderson Jr.,

Plaintiff,



Vs.

DONALD JOHN TRUMP, individ
UALLY and in his OFFICIAL
Capacity as FORMER President
OF THE UNITED STATES OF
AMERICA,
Defendant.

I.
A. JURISDICTION OF THE
CAUSE OF ACTION

The District Court has jurisdic-
tion under Title 42 United

states code Section 1983, inasmuch the defendant acted under color of a statute, ordinance, regulation, custom, or usage, of any state or territory or the District of Columbia.

2. In furtherance the District Court's jurisdiction is provided under Federal Rule 60(b)(3), (4); 60(d)(1), (3); & 60(c)(1); and Federal Rule Civil Practice and Procedure Rule 7(b)(1).

II. B. Diversity of Citen- Ship.

3. Also the Court's jurisdiction is based upon Diversity of Citen-Ship under Title 28 United States Code, section 1332 and inter alia section 1608 & under 28 United States Code, section 1331.

III. C. Parties Δ & Def.

4. The plaintiff is Alex Anderson Jr., and that Anderson has known the defendant Donald John Trump a real estate businessman

FROM QUEENS, NEW YORK CITY FOR MORE THEN "95 years."

5. The Defendant is the Honorable Donald John Trump the 45th United States President.

IV
D. Preliminary Statement
of the case

6. This Cause of action concerns the offer and acceptance of A state contract §141-A; the NYS General Obligation Law, section 5-701; the workers' compensation Reform legislation; and the 45th

President's "JUNE 26, 2020"
Executive Order [emphasis and
quotation marks included] "as
an additional pathway utilized
by Donald J. Trump to employ
Plt. Alex Anderson Jr." [emphasis
and quotation marks]

7. Moreover this cause of act-
ion concerns Anderson's "Not-
ice of Appeal" (NOA) filed in the
United States District Court "Novem-
ber 23rd, 2021" on the grounds
of accusations and allegations

OF FRAUD UPON THE COURT VIA
FEDERAL RULE 60(b) ET. SEQ. AND;
THE PETITIONER'S WRIT OF HABEAS
CORPUS NO. 22-6657 FILED ON
JUNE 21, 2022 AND PLACED ON THE
DOCKET JANUARY 30, 2023 VIA
FED. CIV. PRACTICE AND PROCEDURE
RULE 7(b)(1)

^V
STATEMENT OF THE
FACTS

8. The plaintiff herein Alex
Anderson Jr., is currently a
resident of the state of New

YORK. And, that the plaintiff currently resides at Borden Avenue Veterans' Residence, 21-10 Borden Avenue, LIC., QUEENS, NEW YORK 11101

9. ON November 12, 2019 Plt. Alex Anderson made available to the defendant former 45th United States President Donald John Trump an offer for a New York State contract pursuant to section 41 (NYS) Workers' Compensation Reform Legislature, and pursuant

to New York State consolidated
LAWS SECTION 5-701.

10. The plaintiff's SECTION 5-701
offer was in written content. In
the format of the proposal Δ's
Job Title was assistant campe-
ign manager. And, that Δ's one
(1) year signed contract proposal
was for \$300,000.00 [three
Hundred thousand] dollars. See
Exhibit "ONE" (hereto)

11. As A material issue it would
suffice to note, plt. "Anderson

PROPOSAL FOR the (NYS) §141-A
contract was delivered to the
deft. Donald John Trump 43rd U.S.
President by veteran ABC NEWS
Journalist DIANE Sawyer, ABC Head-
Quarters, 66 W. 67th Street, New York,
New York 10002

12. Indeed as a matter of the
material facts veteran NEWS JOURNALIST
Katie Couric and NEWS
JOURNALIST DIANE Sawyer acted
as a process server on behalf
of the court's petitioner Alex

Anderson is for more than ten (10) years by and through The Messenger Center, ABC News, 66 W. 67th St., New York, N.Y. 10023

19. After the contract delivery the defendant rendered six (6) satisfactory confirmations in consideration for Section 5-70(a), and sufficient to indicate that a contract had been made; between the parties and sufficient enough against the sender.

10.

14. The DEFT's CONFIRMATION as
aforementioned in paragraph "13"
Manifest(ed) "January 18, 2020,"
and on "January 19, 2020." Also
"February 1, 2020," and "Feb. 15,
2020," and whereafter pl't's duly
offer... the CONFIRMATION receipt
also appeared "March 7, 2020"
and at "March 8, 2020." Id.
U.S. District Ct. Compl. p

15. The edification of President
Donald Trump on the golf course
"teeing off" to which means

“to start play” [definition of
tee off by Merriam-Webster]
“was the (NYS) Section 5-701
confirmation.” Id. U.S. District
Ct., Compl. p.

16. IN a letter to Ivanka
Trump delivered by the petition-
ers ‘process server’ Anderson
sought to arrange to have the
President’s daughter personally
involved in the business of his
contract account with her Father.
And whereof the confirmation

up on the President's daughter's constructed receipt... posted) by the President's daughter; in like the confirmation was in fact identical of in which too the previous one posted) by her father. Id. U.S. District Court SWORN to Complaint, NO. 21-CV-23757 paragraph's 33 [seq. 2]; 34, 35 [seq. 1]; & paragraph 36.

17. ON November 12, 2019 when Plt. facilitated his §141; NYS General Obligation Law Section

5-701 Contract plaintiff Alex Anderson Jr. submitted for the job position of Assistant Campaign Manager 150 pages of "LER's" ["LEARNING AND EMPLOYMENT RECORDS"] (Exhibit TWO "hereto") In deed President Donald John Trump's Executive Order of June 26, 2020 as a matter of fact was an additional step "or" pathway too employ the petitioner based upon plaintiff Anderson's "LER"

PROFOLIO.

18. The President's Executive Order of June 26, 2020 → insofar mandated that skills would be the qualification for job hiring of others a like that of plaintiff Alex Anderson, who had a criminal background history.

19. Whereas under Trump's administration plt. and others a like were not over looked regarding gainful employment

including contract negotiat-
IONS.

20. IN April 2021 Δ [the Plt.] contacted the EQUAL OPPORTUN-
ITY COMMISSION (E.E.O.C.) CON-
CERNING his NEW YORK STATE
141; GENERAL OBLIGATION LAW
SECTION 5-701 contract valued
at \$300,000.00 thousand
dollars. Wherein the E.E.O.C.
explained that "the President
DONALD TRUMP, was not an EM-
ployer in the sense of A →

Business; wherein I was one (1) of TEN (10) or more employees, and is soliciting from the public, and; the employee or the applicant is in fact... allegeding that discrimination took place.

21. Also in April 2001 Anderson contacted the United States Dept. of Commerce and that the Govt. Departmental agency informed "me" that "I" was not considered to be a "Federal"

gulations related "to contractors and subcontractors" who do business with the Federal Government." [Quotations marks added]. And that "their regulatory authority fell outside the duty authority of the ("DFCEP"), based on the merits of the facts."

22. For information concerning contacts via the E.E.O.C.; U.S. Dept. of Labor, & the U.S. Dept. of Commerce. See plaintiffs

SWORN to U.S. District Court Complaint No. 1:21-cv-23757-JLK paragraph's 03; 04; & 05. [Appendix D].

23. Wherefore based wholly on the wording and the repetition Judge King's ultimate intent whereby was too defile the Court of the United States Eleventh Circuit of Appeals and; ON March 21, 2022 this in fact did → OCCUR.

24. Thusly the Appellant would show that Judge King referred to the Order

and memorandum of October 27, 2021 as being the "Final order of dismissal" and therefore suggesting to an objective observer reasonable questions about judge King's partiality.

Q5. In deed judge King's Motivation is/was based obviously on the material fact that the petitioner's property was at the stated value of three Hundred thousand [\$ 300,000.00] Dollars.

24. And in like clearly as it concerns by implication the implied assistance [] offered "and" provided by veteran ABC News journalist Diane Sawyer [Judicial Notice: Appendix "F"] reasonable questions of bias, prejudice, partiality, and automatic disqualification of Federal Judge James Lawrence King under the circumstances of this case emerges.

22.

27. "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery can not perform in the usual manner its impartial task of adjudging cases that are presented for adjudication."

KENNER vs. C.I.R., 387 F.2d 689

(1968); 7 Moore's Federal Practice, 2d ed., p. 512 (60.23). The 7th Circuit further stated "A decision produced by fraud upon the court is not in essence a decision at all, and never becomes final."

28. In the United States Supreme Court case for breach of contract; NO. 22-6657 "ON March 1st, 2023" deft-appellee Donald John Trump DEFAULTED.

29. On April 3rd, 2023 the petition
24.

For a writ of certiorari is/was denied.

VI.

PRAYER FOR RELIEF

1. The Plt. respectfully request the Court to assume jurisdiction over the matter

2. That the deft. FORMER U.S. President; Honorable Donald John Trump is ordered to enter his appearance, and defend to the Federal Section [§] 1983 complaint and breach of contract cause

of action.

3. Declare, Order, and Hold that the defendant violated the § 141-A contract, and (NYS) General Obligation Law; § 5-701;

4. Plaintiff demands A jury trial;

5. Award the Plt the value of the § 141-A contract; @ \$300,000.00 dollars per the actual agreement; agreed too by both parties

6. Award the petitioner
all and any additional relief in
this premise, to include; IFP
status pursuant to 28 U.S.C. §
1915(b)(2)(B)

Respectfully Submitted

AUG 10 2023

By: Olexandra

State of New York)

County of New York)

SS: VERIFICATION

The above signed hereby verifies
this AUG 10 2023 day of August 2023 that the
complaint is true, correct, and Authen

Toni Incorvaia
Notary Public, State of New York
Reg. No. 04IN6435975
Qualified in New York County
Commission Expires July 5, 2026

Toni Incorvaia